

National Labor Relations Board



Weekly Summary of NLRB Cases

Division of Information

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Aircraft Service International Group, Inc. (7-AC-166; 342 NLRB No. 99) Detroit, MI Aug. 31, 2004. The Board found that the Employer is engaged in interstate air common carriage so as to bring it within the jurisdiction of the National Mediation Board (NMB) pursuant to Section 201 of Title II of the Railway Labor Act (RLA). Accordingly, it dismissed the petition filed by Petitioners Operating Engineers Local 324 and A.S.I.G. Employees Association seeking an amendment of a certification of representative previously issued to A.S.I.G. Employees Association to reflect a vote by the bargaining unit to affiliate with Local 24. [\[HTML\]](#) [\[PDF\]](#)

The unit includes all full-time and regular part-time fuelers, GSE fuelers, GSE mechanics, and quality control technicians employed by the Employer at its facility at Detroit Metropolitan Airport. At the Board's request, the NMB considered the record in this case and concluded that the Employer and its employees at Detroit are subject to the RLA.

(Chairman Battista and Members Schaumber and Meisburg participated.)

Commercial Erectors, Inc. (17-CA-20046; 342 NLRB No. 94) Duncan, OK Aug. 31, 2004. The Board, finding merit in the General Counsel's exceptions, reversed the administrative law judge's recommended dismissal of the complaint and held that the Respondent violated Section 8(a)(1) of the Act by threatening not to hire four union-affiliated job applicants and Section 8(a)(3) and (1) by refusing to hire them. The Board concluded that the judge's fact and credibility findings established that the Respondent failed to hire the four applicants in part due to antiunion animus, and also negated the Respondent's asserted defense that it would have hired them even in the absence of their union affiliation. The record also showed that the Respondent had at least four job openings for which the discriminatees were qualified after they applied, but no later than January 5, 1999. [\[HTML\]](#) [\[PDF\]](#)

The Board ordered backpay and reinstatement for all four discriminatees. The General Counsel requested the Board to order interest on backpay owed the discriminatees to be calculated on a daily compounded basis. The Board decided not to deviate from its current practice at this time. See *Accurate Wire Harness*, 335 NLRB 1096 fn. 1 (2001).

(Members Liebman, Schaumber and Walsh, participated.)

Charge filed by Iron Workers Local 48; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Oklahoma City, Oct. 26-27, 1999. Adm. Law Judge Richard J. Linton issued his decision June 6, 2000.

Double D Construction Group, Inc. (12-CA-21951; 342 NLRB No. 89) Miami, FL Aug. 31, 2004. The Board affirmed the administrative law judge's recommended Order and dismissed the complaint allegation that the Respondent discharged employee Tomas Sanchez in violation of Section 8(a)(3) and (1) of the Act. Member Liebman, concurring, did not endorse all of the judge's analysis, including his discussion on page 5 of his supplemental decision of how

testimony should be evaluated and his two page-discussion on pgs. 11-13 of the "cf." citation to *Beltran-Tirado v. INS*, 213 F.3d 1179 (9th Cir. 2000), in the Board's remand decision. [\[HTML\]](#) [\[PDF\]](#)

The Board had remanded this case to the judge in 2003 to consider the credibility of Sanchez and to issue a supplemental decision on the merits of the 8(a)(3) allegation that the Respondent unlawfully discharged him. 339 NLRB No. 48. The Board held in abeyance the issuance of a final order pending receipt of the judge's supplemental decision. The order in this supplemental decision includes all unfair labor practices considered. The Board corrected the judge's recommended Order to conform to his finding that the Respondent unlawfully threatened employees with bodily harm.

(Chairman Battista and Members Liebman and Schaumber participated.)

Adm. Law Judge Keltner W. Locke issued his supplemental decision July 24, 2003.

Hanson Aggregates Pacific Southwest, Inc., d/b/a Hanson SJH Construction (21-CA-34950; 342 NLRB No. 98) San Ramon, CA Aug. 31, 2004. Chairman Battista and Member Schaumber upheld the administrative law judge's dismissal of complaint allegations that the Respondent violated Section 8(a)(5) of the Act when, at the employees' request, it transferred six employees from the laborers unit, which was represented by Laborers Local 89, to the heavy equipment operators unit, withdrew recognition from the Union as their representative, and unilaterally discontinued trust fund contributions on their behalf. The majority agreed with the judge that the work of the six transferred employees did not remain essentially the same as the work that they had performed in the laborers unit and therefore, the Respondent was not required to recognize the Union as their bargaining representative or to make trust fund contributions. [\[HTML\]](#) [\[PDF\]](#)

Dissenting Member Walsh noted that under settled Board and court precedent, the Respondent's conduct violated Section 8(a)(5) and (1) because the Respondent failed to make the necessary evidentiary showing that the group "is sufficiently dissimilar from the remainder of the unit so as to warrant its removal." *Bay Shipbuilding Corp.*, 263 NLRB 1133, 1140 (1982), enfd. 721 F.2d 187 (7th Cir. 1983). He observed that while in the laborers unit, the four employees performed primarily laborer duties, but also regularly performed some operator work. After their removal from the laborers unit, the employees performed primarily operator duties, but also regularly performed some laborer work. Member Walsh wrote: "The Respondent's burden, however, was to show more than a change in the percentage of time spent engaged in laborer and operator tasks. Under *Bay Shipbuilding*, the Respondent was obligated to show 'changes in job structure . . . so significant that the existing bargaining unit, including the affected employees, is no longer appropriate.'" *Bay Shipbuilding*, supra, 721 F.2d at 190.

(Chairman Battista and Members Schaumber and Walsh participated.)

Charge filed by Laborers Local 89; complaint alleged violation of Section 8(a)(1) and (5). Hearing at San Diego, Feb. 3-4, 2003. Adm. Law Judge Clifford H. Anderson issued his decision May 21, 2003.

James C. Fuller d/b/a Island City Electric (7-CA-46152; 342 NLRB No. 85) Eaton Rapids, MI Aug. 30, 2004. The Board granted the General Counsel's motion for summary judgment and found that the Respondent violated Section 8(a)(3) and (1) of the Act by discharging employee Troy Nealey because of his support for and sympathies on behalf of Electrical Workers IBEW Local 665. [\[HTML\]](#) [\[PDF\]](#)

The Respondent and the Union entered into a settlement agreement which required the Respondent to (1) make employee Nealey whole; (2) remove from its files and records any references to Nealey's discharge and advise him in writing that this has been done; (3) post a notice to employees regarding the complaint allegations; and (4) notify the Regional Director in writing what steps the Respondent had taken to comply with the settlement. The Respondent failed to provide the Region with signed and dated copies of the notice to employees, and failed to confirm that it had posted the notice and removed from its files all references to the discharge of employee Nealey. In accordance with the terms of the settlement agreement, the Regional Director reissued the complaint and the General Counsel filed a motion for summary judgment.

(Members Schaumber, Walsh, and Meisburg participated.)

General Counsel filed motion for summary judgment July 21, 2004.

L.W.D., Inc., et al. (26-CA-18390, et al.; 342 NLRB No. 97) Calvert City, KY Aug. 31, 2004. On remand from the U.S. Court of Appeals for the Sixth Circuit, the Board reaffirmed its finding that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to bargain with the PACE International regarding its method of recalling unit employees from layoff. [\[HTML\]](#) [\[PDF\]](#)

The Board had found in 2001 that the Respondent violated Section 8(a)(1), (3), and (5) of the Act. 335 NLRB 241. Thereafter, the Respondent petitioned the Sixth Circuit for review of the Board's order and the Board filed a cross-application for enforcement. In an unpublished decision dated Sept. 19, 2003, the court affirmed the finding that the Respondent violated Section 8(a)(3) by discharging William Jeffrey Walls and reversed the finding that the Respondent violated Section 8(a)(5) by failing to bargain about the use of a forced ranking system to implement layoffs on Dec. 12, 1997 and March 16, 1998. The court remanded to the Board the issue of whether the Respondent violated Section 8(a)(5) by unilaterally placing workers it recalled between Dec. 17, 1997 and March 6, 1998, to positions in the general labor pool without notifying and bargaining with the Union over this subject. The court explained that the Board's rationale for no impasse was now invalid since it had reversed the underlying unfair

labor practice findings, and remanded the case for analysis under the five-part impasse test of *Intermountain Rural Electric Association v. NLRB*, 984 F.2d 1562, 1569 (10th Cir. 1993).

The Board noted, in this supplemental decision, that the Respondent did not contend in its statement of position that the parties bargained to impasse. There is no evidence in the record that the parties conducted any bargaining over the Respondent's recall of employees to the general labor pool. Absent bargaining, there can be no valid impasse under the five-part test of *Intermountain Rural Electric Association, supra*. Applying the impasse standard, Members Schaumber and Meisburg concluded that the parties could not have bargained to impasse on Respondent's recall of laid-off employees because no bargaining over that subject actually occurred. They noted that the Board did not previously address various meritorious defenses raised by the Respondent, that the Respondent is no longer represented by counsel apart from the bankruptcy proceedings and does not reiterate those arguments here, and that they appear, in any event, to be beyond the scope of the remand order.

The Board rejected the Respondent's argument that because it is now bankrupt, under Chapter 11 of the Bankruptcy Code, the Board is stayed from initiating further action against the debtor-in-possession to obtain monetary relief from the bankruptcy proceedings. It noted that Board proceedings fall within the exception to the automatic stay provision of the Bankruptcy Code for governmental units although collection of any money owed requires separate application to the court. Further, the Board ordered that the Respondent bargain in good faith with the Union over its method for recalling unit employees from layoff and did not provide any monetary remedy for the Respondent's failure to do so.

(Members Schaumber, Walsh, and Meisburg participated.)

Omahaline Hydraulics Co., a division of Prince Manufacturing Co. (18-CA-16552-1; 342 NLRB No. 86) North Sioux City, SD Aug. 31, 2004. Members Liebman and Walsh adopted the recommendations of the administrative law judge and held that the Respondent violated Section 8(a)(3) and (1) of the Act by discriminatorily selecting its striking employees for reduction in force, and declining to accord them their right to preferential recall to employment upon termination of the strike and their unconditional offer to return to work. [\[HTML\]](#) [\[PDF\]](#)

Concurring, Member Schaumber agreed with his colleagues that the Respondent violated Section 8(a)(3) and (1). Contrary to the judge, he found no evidence to indicate that the Respondent exhibited bad faith or animus. In his view, the Respondent failed however to establish a substantial and legitimate business justification for its decision to terminate the strikers and refuse to accord them preferential recall rights by showing that the strikers' jobs were eliminated due to the implementation of Demand Flow Technology that changed its work process. Member Schaumber stated that the Respondent should be given the opportunity during the compliance proceeding "to show that due to the passage of time *and the unique*

circumstances of the case, there may not be jobs substantially equivalent to the strikers' prestrike jobs."

The majority agreed with the judge that the Respondent's asserted reliance on its "Demand Flow Technology" was a pretext and that the passage of time is not part of the analysis of whether a poststrike job is substantially equivalent to a prestrike job.

The Board modified the judge's recommended order and notice to employees to include the standard remedy that the Respondent remove all references to the discharges from the strikers' personnel files, and notify them that it has done so and will not use the discharges against them in any way.

(Members Liebman, Schaumber, and Walsh participated.)

Charge filed by Machinists District 7; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Sioux City, IA, Dec. 16 and 17, 2002. Adm. Law Judge Paul Buxbaum issued his decision March 18, 2003.

Operating Engineers Local 150 (Nickelson Industrial Service, Inc.) (13-CD-709-1; 342 NLRB No. 95) Chicago, IL Aug. 31, 2004. Relying on the factors of the collective-bargaining agreement between the Employer and Laborers Local 4, employer preference and past practice, area and industry practice, and economy and efficiency of operations, the Board decided that the employees of Nickelson Industrial Service, Inc., represented by Laborers Local 4, rather than those represented by Operating Engineers Local 150, are entitled to operate forklift trucks for the purpose of interior demolition work involving the dismantling and removal of support beams and pipe inside a building being constructed at the site of the Field Museum in Chicago, Illinois.

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(Members Liebman, Schaumber, and Meisberg participated.)

Sunglass Products Inc. d/b/a Personal Optics (21-CA-34562, 34732; 342 NLRB No. 96) Fullerton and Anaheim, CA Aug. 31, 2004. The administrative law judge found, and the Board agreed, that by refusing to execute the agreement reached with the Laborers Local 882 on May 29, 2001; refusing, since May 9, 2001, to implement the terms of the agreement reached with the Union; and refusing, since August 28, 2001, to process grievances filed by the Union pursuant to the terms of the agreement reached with the Union, the Respondent violated Section 8(a)(5) and (1) of the Act. [\[HTML\]](#) [\[PDF\]](#)

(Members Liebman, Schaumber, and Meisburg participated.)

Charges filed by Laborers Local 882; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Los Angeles, July 2 and 3, 2003. Adm. Law Judge Lana H. Parke issued her decision Aug. 19, 2003.

RFS Ecusta, Inc. (11-CA-19727, 20045; 342 NLRB No. 91) Pisgah Forest, NC Aug. 31, 2004. The Board, on the basis of the Respondent's failure to file an answer to the consolidated complaint, granted the General Counsel's motion for summary judgment in part and held that by failing and refusing to furnish PACE and Local 1971 (Union) with the names, rates of pay, job classifications, and dates of recall or rehire of all employees performing bargaining unit work, as requested by letter dated July 3, 2003, and by changing the wage benefits of its newly-hired and recalled employees in the unit without prior notice to the Union and without affording the Union an opportunity to bargain with regard to the changes, the Respondent violated Section 8(a)(5) and (1) of the Act. [\[HTML\]](#) [\[PDF\]](#)

The original complaint in Case 11-CA-19727 alleged that the Respondent failed and refused to furnish relevant information requested by the Union on November 27, 2002. The Respondent filed an answer to the original complaint denying that the requested information was relevant or necessary to the Union's performance of its statutory duties. The consolidated complaint repeated the complaint's allegation but unlike the original complaint, listed the specific information that the Union had requested on November 27. Because that allegation was timely answered, the Board denied default judgment as to that allegation and remanded that portion of the proceeding to the Region for further appropriate action. *Miami River of Puerto Rico*, 307 NLRB 1390, 1391 (1992). It granted default judgment on, and deemed admitted, the other 8(a)(5) allegations of paragraphs 12 (b) and 13 of the consolidated complaint to which the Respondent failed to file a timely answer.

(Chairman Battista and Members Liebman and Walsh participated.)

Charges filed by PACE International and its Local 1971; complaint alleged violation of Section 8(a)(1) and (5). General Counsel filed motion for summary judgment Jan. 21, 2004

Rood Trucking Co., Inc. (3-CA-23514; 342 NLRB No. 88) Mineral Springs, OH and Rochester, NY Aug. 31, 2004. Members Liebman and Walsh reversed the administrative law judge's dismissal of the complaint and held that the Respondent violated Section 8(a)(3) and (1) of the Act by discharging employees Larry Marangoni and Thomas Kelly because of their union and protected concerted activities. Chairman Battista dissented. [\[HTML\]](#) [\[PDF\]](#)

The judge found merit in Respondent's assertion that Marangoni and Kelly had falsely been claiming additional time and concluded that their misconduct was the basis for the Respondent's decision to terminate them. Contrary to the judge, the majority found that the

Respondent harbored animus and that its asserted reason for discharging the two employees was a pretext designed to conceal an unlawful motive. They stated that the record amply demonstrates that the General Counsel has sustained his initial *Wright Line* burden of showing that Marangoni's involvement in union and protected concerted activities was a motivating factor in the Respondent's decision to terminate him and that Kelly was terminated in order to disguise its unlawful motivation in discharging Marangoni, the leading union and workplace activist.

In dissent, Chairman Battista agreed with the judge that the General Counsel failed to establish a prima facie case under *Wright Line*, 251 NLRB 1083, 1089 (1980). He further agreed that, even assuming that a prima violation of Section 8(a)(3) and (1) had been established, the Respondent established its defense under *Wright Line* that it would have discharged the two employees absent their union or protected activity.

(Chairman Battista and Members Liebman and Walsh participated.)

Charge filed by Pittsburgh Metro Area Postal Workers; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Buffalo, NY, July 9-11, 2002. Adm. Law Judge Bruce D. Rosenstein issued his decision Oct. 1, 2002.

St. Mary's Acquisition Co., Inc. d/b/a St. Mary's Nursing Home (7-CA-46544; 342 NLRB No. 100) St. Clair, MI Aug. 31, 2004. The Board remanded this proceeding to the chief administrative law judge with instructions to reopen the hearing before a different administrative law judge designated by him for the purpose of receiving further evidence. [\[HTML\]](#) [\[PDF\]](#)

At the conclusion of the General Counsel's case in chief, the judge found that the General Counsel had failed to establish any evidence of the Respondent's union animus and granted the Respondent's motion for summary dismissal of the complaint alleging that the Respondent violated Section 8(a)(1), (3), and (4) of the Act. The General Counsel had alleged, among others, that the Respondent discharged and suspended certified nursing assistant James Gordon in Aug. 2003 because of his support for Service Employees Local 79 and in response to his filing of charges against the Respondent a year earlier and in reprisal for participating in the Board-approved settlement of the consolidated complaint stemming from those charges.

In exceptions to the complaint's dismissal, the General Counsel argued that evidence in the settled case involving Gordon's previous suspension and discharge in 2002 should have been admitted and considered by the judge as evidence of the Respondent's animus in the instant case. The Board agreed with the General Counsel's contention that the judge not only erred by precluding the introduction of that evidence, but that his error directly resulted in the judge's erroneous conclusion that no evidence of the Respondent's animus was presented in support of the complaint allegations.

The General Counsel also alleged that the judge demonstrated prejudice and bias against him during the hearing and should be precluded from presiding over the hearing on remand.

Without passing on the General Counsel's allegations, and in order to remove any suggestion of bias and prejudice as to potential issues on remand, Members Liebman and Walsh ordered that the case be remanded to a different judge. Chairman Battista concluded that the General Counsel has not established "the rather serious allegations of bias" and therefore, "there is no need or warrant to remand the case to a different judge who, presumably have to hear the case anew."

(Chairman Battista and Members Liebman and Walsh participated.)

Charge filed by James Gordon, an Individual; complaint alleged violation of Section 8(a)(1), (3), and (4). Hearing on January 12, 2004. Adm. Law Judge Pargen Robertson issued certification of transcript March 9, 2004.

Ensign Sonoma LLC d/b/a Sonoma Health Care Center (20-RC-17746; 342 NLRB No. 93) Sonoma, CA Aug. 31, 2004. Members Liebman, Schaumber, Walsh, and Meisburg certified Health Care Workers Local 250 (Petitioner) as the exclusive collective-bargaining representative of a group of service and maintenance employees working at the Employer's facility in Sonoma, CA. Chairman Battista dissented. [\[HTML\]](#) [\[PDF\]](#)

The tally of ballots for the election held May 24, 2002, showed 38 votes for and 22 against, the Petitioner, with 1 challenged ballot, an insufficient number to affect the results. The Board considered whether the hearing officer correctly recommended overruling the Employer's Objection 1, alleging that the election process was impermissibly tainted by comments made by the Board agent who conducted the election. No exceptions were filed to the hearing officer's recommendation to overrule Employer's Objections 2-6.

During a break in polling, the Employer's observer, Yolanda Gonzalaz, overheard the Union's observer, Juan Lopez, ask the Board agent why companies do not like unions. The Board agent responded: "[C]ompanies don't like unions because they cannot fire or hire anyone, and they cannot take benefits from the staff." Gonzales also heard Lopez mention to the Board agent that the Employer had paid \$60,000 to "the consultant" to which the Board agent replied "whoa, \$60,000." Later, Gonzalaz asked the Board agent why he had answered Lopez' question that morning. The Board agent replied, "[W]ell, I can just give my opinion because I'm not going to vote." There is no evidence that anyone else heard (or heard about) any of this dialogue.

The Board unanimously agreed that the standard to be applied in this case is set forth in *Athbro Precision Engineering Corp.*, 166 NLRB 966 (1967), which requires that an election be set aside when the conduct of the Board election agent tends to destroy confidence in the Board's election process or could reasonably be interpreted as impairing the election standards the Board seeks to maintain.

A majority of the Board (Chairman Battista and Members Schaumber and Meisburg) interpreted *Athbro* to require that an election be set aside when the conduct of the Board election

agent tends to destroy confidence in the Board's election process or could reasonably be interpreted as impairing the election standards the Board seeks to maintain. Citing *Hudson Aviation Services*, 288 NLRB 870, they concluded that the statements of personal opinion by a Board agent may be sufficiently partisan to warrant setting aside an election even if made to a limited audience and even if unaccompanied by procedural irregularities or other "actions that reasonably create the appearance that the election procedures will not be fairly administered."

A separate majority (Members Liebman, Schaumber, Walsh, and Meisburg) found that the specific statements of personal opinion made by the Board agent in this case, while intemperate and inappropriate, does not mandate setting aside this election under *Athbro*. Members Liebman and Walsh read *Athbro* and subsequent decisions as holding that a Board's agent's mere statement of personal feelings to a limited audience will not taint an election, absent actions that reasonably create the appearance that the election procedures will not be fairly administered. While Members Schaumber and Meisburg declined to adopt their concurring colleagues' "overly restricted reading" of the *Athbro* standard, they ultimately agreed that application of *Athbro* to the specific facts of this case does not mandate setting aside the election.

In dissent Chairman Battista wrote: "The Board's election process is rightly called the 'crown jewel' of the Board's endeavors. . . . Today, the Board's crown jewel has been tarnished. Worse, it has been tarnished by the actions of the Board's own agent. And, worse still, the Board puts its imprimatur on the result." The Chairman said he "would restore the luster" by setting aside the election so that a new election, with unquestionable fairness and integrity, can be held.

(Full Board participated.)

Teletech Holdings, Inc. (19-CA-28331, et al.; 342 NLRB No. 92) Bemerton, WA Aug. 31, 2004. Affirming the administrative law judge, the Board found that the Respondent violated Section 8(a)(1) of the Act by asking employees what they thought about Food and Commercial Workers Local 381; telling employees that the Temple, Texas facility was closing because the employees there tried to form a union and that is what happens when employees try to form a union; requesting that an employee remove union insignia from her clothing; asking employees who were attempting to handbill for their names; making notes while watching handbilling activity; prohibiting union handbilling near the parking lot; selectively enforcing cubicle ornamentation or no-solicitation guidelines only after union literature was placed in cubicles; prohibiting an off duty employee who was handbilling union literature from entering the parking lot; and telling employees they could not criticize their jobs or the company.

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(Members Schaumber, Walsh, and Meisburg participated.)

Charges filed by Food & Commercial Workers Local 381; complaint alleged violation of Section 8(a)(1). Hearing at Seattle, May 6-9, June 3-4, and Oct. 9, 2003. Adm. Law Judge Mary Miller Cracraft issued her decision Dec. 19, 2003.

Velocity Express, Inc., formerly known as Corporate Express Delivery Systems (17-CA-20076-1; 342 NLRB No. 87) Oklahoma City, OK Aug. 31, 2004. Members Liebman and Walsh, in this supplemental decision, adopted the administrative law judge's recommendations and ordered that the Respondent make whole Edwin Kirk the sum of \$136,818.13 and Hildegard Kirk the sum of \$12,000.27, with interest. Chairman Battista dissented in part. [\[HTML\]](#) [\[PDF\]](#)

Hildegard and Edwin Kirk were employed by the Respondent as drivers and owned the vehicles they operated on their delivery routes. The Board found in a decision reported at 332 NLRB 1522 (2000) that the Respondent unlawfully discharged the two employees for engaging in union activity. The U.S. Court of Appeals for D.C. Circuit enforced the Board's Order on August 8, 2002. 292 F.3d 777 (D.C. Cir. 2002).

The judge found in his supplemental decision that the compliance officer's backpay formula appropriately included deductions for interim earnings, severance pay, and expenses for pages and insurance, but determined that the deductions for estimated out-of-pocket vehicle expenses from the gross backpay figures were not appropriate, and revised the backpay formula to exclude the deductions for those expenses. Members Liebman and Walsh adopted the judge's formula.

Chairman Battista dissented from his colleagues' failure to further adjust Edwin Kirk's gross back pay by additionally subtracting the operating expenses that Kirk would have incurred had the Respondent not discharged him.

(Chairman Battista and Members Liebman and Walsh participated.)

Hearing at Oklahoma City on July 22, 2003. Adm. Law Judge John J. McCarrick issued his supplemental decision Sept. 30, 2003.

LIST OF DECISIONS OF ADMINISTRATIVE LAW JUDGES

Children's Studio School Public Charter School (an Individual) Washington, DC August 31, 2004. 5-CA-31624; JD-85-04, Judge Richard A. Scully.

Meijer, Inc. (an Individual) Cincinnati, OH August 31, 2004. 9-CA-40631, 40778; JD-84-04, Judge Michael A. Rosas.

Crossroads Electric, Inc. (Electrical Workers [IBEW] Local 429) Nashville, TN September 1, 2004. 26-CA-21574; JD(ATL)-45-04, Judge George Carson II.

VAE Nortrak North America Inc. (Steelworkers Local 3405) Pueblo, CO August 31, 2004. 27-CA-18917-1; JD(SF)-66-04, Judge James L. Rose.

NO ANSWER TO COMPLIANCE SPECIFICATION

(In the following case, the Board granted the General Counsel's motion for summary judgment based on the Respondent's failure to file an answer to the compliance specification.)

Convergence Communications, Inc. (Electrical Workers Local 21) (13-CA-40308, 404841; 342 NLRB No. 90) Burr Ridge, IL August 31, 2004.

**LIST OF UNPUBLISHED BOARD DECISIONS AND ORDERS
IN REPRESENTATION CASES**

(In the following cases, the Board considered exceptions to and adopted Reports of Regional Directors or Hearing Officers)

DECISION AND CERTIFICATION OF REPRESENTATIVE

*Hilliard Electric, Berea, OH, 8-RC-16583, August 31, 2004
Pan American Hospital, Miami, FL, 12-RC-9016, August 31, 2004*

**DECISION, CERTIFICATION OF REPRESENTATIVE
AND DIRECTION OF SECOND ELECTION**

Pan American Hospital, Miami, FL, 12-RC-8992, August 31, 2004

(In the following cases, the Board adopted Reports of Regional Directors or Hearing Officers in the absence of exceptions)

DECISION, ORDER AND DIRECTION OF SECOND ELECTION

Belleville Willow Creek Assisted Living, LLC, Belleville, MI, 7-RC-22688, September 1, 2004

(In the following cases, the Board denied requests for review of Decisions and Directions of Elections (D&DE) and Decisions and Orders (D&O) of Regional Directors)

*The Newswalk Condominium, Brooklyn, NY, 29-RC-10241, September 1, 2004
Johnson Disposal, Kingsbury, IN, 25-RC-10211, September 1, 2004
Southern Medical Center, Yauco, PR, 17-RC-12110, September 1, 2004
J.W. Peters, Inc., Burlington, WI, 13-RM-1733, September 1, 2004*

***(In the following cases, the Board granted requests for review
of Decisions and Directions of Elections (D&DE) and
Decisions and Orders (D&O) of Regional Directors)***

*Heartland Home Health Care and Hospice, Plymouth Meeting, PA, 22-RC-12498,
September 1, 2004*

Miscellaneous Board Orders

ORDER[denying Employer's motion for reconsideration]

Puerto Rico Telephone Company, Inc, San Juan, PR, 25-UC-224, September 1, 2004
